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11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 MARZEN MEDIA LLC, a Nevada limited
14 liability company,

CASE NO.:

15 Plaintiff,

COMPLAINT

16 v.

Demand For Jury Trial

17 FL NEWSLETTER LLC, a Delaware
18 limited liability company, doing business as
FANTASY LIFE,

19 Defendant.

20
21 Marzen Media LLC (“**Marzen Media**”), a Nevada limited liability company, by and
22 through its counsel of record, the law firm of Brownstein Hyatt Farber Schreck, LLP, hereby files
23 this Complaint against FL NEWSLETTER LLC, d/b/a FANTASY LIFE (“**Fantasy Life**”), and
24 respectfully alleges as follows:

25 **NATURE OF THE ACTION**

26 1. This is an action for deliberate and willful copyright infringement under the federal
27 Copyright Act, 17 U.S.C. § 501 *et seq.*, violation of Nevada’s Deceptive Trade Practices Act, NRS
28 41.600, misappropriation of trade secrets, breach of contract and unjust enrichment. Marzen Media

1 has invested significant time, effort and expense into building and developing its highly-successful
 2 fantasy sports platform, FantasyPros.com (the “**FantasyPros Website**”), which contains popular
 3 features and functionality that have helped establish the success of the FantasyPros website and
 4 drive revenue to Marzen Media. Recently, Marzen Media became aware that Defendant Fantasy
 5 Life has engaged in the wholesale rip off of the most popular and original features and functionality
 6 of the FantasyPros Website, including verbatim copying of creative elements of the website,
 7 building features substantially similar to the most popular features of the website and review and
 8 copying of website source code and displays. On information and belief, Fantasy Life used
 9 confidential business information learned through employees lured away from Marzen Media
 10 relating to the popularity of and revenue earned from certain features of the FantasyPros Website
 11 to determine which features of the FantasyPros Website would be most advantageous to copy.
 12 Further, Fantasy Life’s Matthew Berry has engaged in deceptive trade practices by disparaging
 13 Marzen Media and its FantasyPros Website through misleading and untrue statements attacking
 14 Marzen Media. These statements were made to the public and industry insiders with the intent to
 15 bolster Fantasy Life in the marketplace while causing harm to Marzen Media. Through its
 16 wholesale copying, misappropriating trade secrets related to Marzen Media’s most valuable
 17 business assets, and deceptive trade practices, Fantasy Life was able to develop identical,
 18 substantially similar and/or competing aspects of its fantasy sports product without investing
 19 equivalent time and money – all at the same time it was disparaging the very competitor Fantasy
 20 Life was pilfering its product from.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction over this dispute through its original
 23 jurisdiction because this action involves questions and claims arising under the federal Copyright
 24 Act, 17 U.S.C. § 501 *et seq.* *See* 28 U.S.C. §§ 1331, 1338(a). This Court has supplemental
 25 jurisdiction over the claims brought under Nevada state law pursuant to 28 U.S.C. § 1337(a).

26 3. Fantasy Life was formed in Delaware in 2022 and its headquarters are in New York.

27 4. Marzen Media was formed in Nevada in 2008 (NV Business ID: NV20081209981)
 28 and its headquarters are in Las Vegas, Nevada.

1 5. Marzen Media owns and operates the FantasyPros Website, which contains Terms
 2 of Use explaining that the website is “controlled by [Marzen Media] from our offices within
 3 Nevada.” The Terms of Use also state that Nevada law will apply to any dispute involving the
 4 FantasyPros Website and that any potential defendant submits itself to the exclusive personal
 5 jurisdiction of courts in Nevada to resolve the dispute. The prominent banner at the top of the
 6 landing page of the FantasyPros Website notifies users: “By Accessing This Site You Agree To
 7 Our...Terms Of Use.”

8 6. Fantasy Life is subject to personal jurisdiction in Nevada because it has purposefully
 9 availed itself of the privilege of acting within Nevada and has purposefully directed its conduct to
 10 Nevada.

11 7. For example, on information and belief, Fantasy Life financially benefits from its
 12 cross-promotion of the “Circa Survivor” contest with local Nevada company Winners Circle Proxy
 13 Service.

14 8. The Circa Survivor contest requires participants to travel to Las Vegas and register
 15 in person for the contest at the Circa Sportsbook inside the Circa Resort & Casino.

16 9. Fantasy Life advertises for this event and encourages users of its website to travel
 17 to Las Vegas to participate.

18 10. These advertisements appear on Fantasy Life’s website and in its newsletter.

19 11. Peter Overzet, Fantasy Life’s Creative Lead, has authored these advertisements, as
 20 has Matthew Freedman, Fantasy Life’s Head of Betting.

21 12. To promote the Circa Survivor contest, Matthew Freedman traveled to Las Vegas
 22 and signed up for the contest in person at the Circa Sportsbook. He advertised this experience to
 23 users of Fantasy Life’s website to encourage such users to also travel to Las Vegas, Nevada for the
 24 purpose of utilizing the Winners Circle Proxy Service to place bets.

25 13. Fantasy Life also hosts advertisements on behalf of BetMGM and promotes
 26 BetMGM. BetMGM has retail sportsbooks inside multiple Las Vegas casinos, including the
 27 Bellagio Las Vegas, Aria Resort and Casino, MGM Grand Las Vegas, Park MGM Las Vegas,

1 Mandalay Bay Resort and Casino, Luxor Las Vegas, Excalibur Hotel Casino Las Vegas, The
 2 Cosmopolitan of Las Vegas, and the New York-New York Hotel and Casino.

3 14. Fantasy Life has also promoted itself on social media platforms from Las Vegas,
 4 such as employees posting content while enjoying a cabana at the Circa Stadium Swim.

5 15. Fantasy Life also engages in cross-marketing activities and promotions with entities
 6 in Las Vegas, Nevada. For example, Fantasy Life promotes and advertises special offers for its
 7 customers to redeem at the Caesars Sportsbook in Las Vegas, Nevada.

8 16. On information and belief, Fantasy Life also participates in and promotes itself
 9 during gambling conventions in Las Vegas, including attending and presenting a seminar on fantasy
 10 sports at an event hosted by Bet Bash.

11 17. Bet Bash hosts recurring VIP Parties, Sportsbook Watch Parties, Expert Panels, and
 12 Speed Networking Events for sports gambling insiders in Las Vegas, Nevada.

13 18. Therefore, on information and belief, Fantasy Life has purposefully availed itself of
 14 Nevada and directed its activities to Nevada through at least the following activities: (1) attending
 15 annual industry seminars in Las Vegas; (2) delivering speaking engagements at those seminars in
 16 Las Vegas; (3) maintaining an ongoing connection to the Circa Survivor contest hosted at the Circa
 17 Sportsbook located in Las Vegas; (4) traveling to Las Vegas to participate in and promote the Circa
 18 Survivor contest; (5) encouraging its users to travel to Las Vegas to participate in local contests;
 19 (6) benefiting from a relationship with a local proxy service in Las Vegas; (7) hosting
 20 advertisements for and cross-promoting other Nevada-based betting services and events; and
 21 (8) various ancillary activities related to the foregoing and to Nevada-based fantasy sports and
 22 sports betting content promoted on its website generally.

23 19. Fantasy Life has substantial, continuous, and systematic contacts with Nevada.

24 20. Fantasy Life has also agreed to personal jurisdiction in Nevada by accessing the
 25 FantasyPros Website and accepting Marzen Media's Terms of Use thereon.

26 21. Venue is proper in the United States District Court for the District of Nevada
 27 because in an action for copyright infringement a defendant may be found "in any district in which

1 [it] is amenable to personal jurisdiction; thus venue and jurisdiction are coextensive.”¹

2 **PARTIES**

3 22. Marzen Media is, and was at all relevant times, a Nevada limited liability company,
4 authorized to do business in the state of Nevada.

5 23. Fantasy Life is, and was at all relevant times, a Delaware limited liability company,
6 with its headquarters in New York.

7 **FACTS**

8 **I. MARZEN MEDIA IS AN INNOVATOR IN ONLINE FANTASY SPORTS**
9 **CONTENT, TOOLS, AND PRODUCTS**

10 24. Marzen Media creates content, tools, and products to help fantasy sports players and
11 bettors connect, learn, and play online through traditional websites and mobile apps. Marzen Media
12 also works with leading brands and businesses to provide them with tools and opportunities to reach
13 fans and consumers of fantasy sports services.

14 25. Marzen Media offers several products to players of fantasy sports, including the
15 FantasyPros Website, which Marzen Media launched well over a decade ago. The FantasyPros
16 Website houses sports rankings, tools, and services all in one place for use in fantasy sports play
17 and betting across traditional websites and mobile apps.

18 26. The dominance and popularity of Marzen Media’s online content, tools, and
19 products offered through the FantasyPros Website have established Marzen Media’s reputation as
20 a pioneer, innovator, and leader in the fantasy sports industry.

21 27. One of Marzen Media’s most popular tools is a Mock Draft Simulator, also
22 sometimes referred to as the Draft Wizard Simulator (“**Draft Simulator**”). Marzen Media
23 copyrighted its Draft Simulator with the United States Copyright Office in 2019. The Certificate
24 of Registration for the Draft Simulator is attached to this complaint as **Exhibit 1**. The Registration
25 Number is TXu 2-171-629.

26

27

28 ¹ See, e.g., *Capitol Records, Inc. v. Kuang Dyi Co. of RM*, 2004 WL 405961 (S.D.N.Y. 2004) citing
Editorial Musical Latino Americana, S.A. v. Mar Intern. Records, Inc., 829 F. Supp. 62, 66
(S.D.N.Y. 1993).

1 28. The Draft Simulator uses software applications that are executed on the FantasyPros
 2 Website. The Draft Simulator, and its associated software applications, provide users with a suite
 3 of tools to practice drafting, get advice from experts, analyze their own drafting success, and more.

4 29. Marzen Media invested significant time and resources to develop the Draft
 5 Simulator's features, source code, and algorithms so that player picks are as realistic as possible.

6 30. The Draft Simulator and its accompanying tools are used by hundreds of thousands
 7 of fantasy sports consumers on a daily basis and are recognized as the leading applications for their
 8 respective purposes in the online fantasy sports industry.

9 31. Marzen Media also developed an Expert Platform Player Ranker (“**Player**
 10 **Ranker**”). It copyrighted its Player Ranker with the United States Copyright Office in 2019. The
 11 Certificate of Registration for the Player Ranker is attached to this complaint as **Exhibit 2**. The
 12 Registration Number is TXU 2-171-633.

13 32. The Player Ranker was developed to be used in-house by Marzen Media to provide
 14 data, feedback, and other information to an in-house team that uses the information to operate,
 15 maintain, and improve the FantasyPros Website’s public-facing tools.

16 33. Marzen Media copyrighted the code for the FantasyPros Website and associated
 17 computer programs in 2024, including updates to the Player Ranker and Draft Simulator (“**Website**
 18 **Code**”). The Certificate of Registration for the Website Code is attached to this complaint as
 19 **Exhibit 3**. The Registration Number is TXU 2-444-109.

20 34. Marzen Media has also invested significant time and resources developing the
 21 creative copy, prose, and website structure, layout and user interface of the FantasyPros Website.
 22 Marzen Media developed several popular tools and features on the FantasyPros Website in a
 23 manner designed to enhance user accessibility and to optimize user interface and user experience.

24 35. Marzen Media copyrighted certain prose elements and other creative website
 25 features (“**Prose and Interface**”) with the United States Copyright Office in 2024. The Certificate
 26 of Registration for the Prose and Interface is attached to this complaint as **Exhibit 4**. The
 27 Registration Number is TXU 2-445-901.

1 36. All of these works – namely, the Draft Simulator, Player Ranker, Website Code,
 2 Prose and Interface, and other creative elements of the FantasyPros Website – are original works
 3 of authorship in which Marzen Media owns the copyright.

4 37. These works of authorship are the result of significant time and financial resources
 5 invested by Marzen Media, which has created, maintains, and consistently improves the
 6 FantasyPros Website.

7 38. To protect the investments Marzen Media made into its proprietary, trade secret, and
 8 copyrighted works, Marzen Media requires employees to sign non-disclosure agreements that
 9 broadly define confidential information to include, *inter alia*, Marzen Media’s proprietary, trade
 10 secret, and intellectual property. These non-disclosure agreements also provide that all work
 11 product that employees create on behalf of Marzen Media is a “work made for hire” under the
 12 Copyright Act, and provides for assignment of all such work product to Marzen Media.

13 39. The “Terms of Use” on the FantasyPros Website also protect Marzen Media’s
 14 intellectual property as follows:

15 By accepting these Terms of Use, you acknowledge and agree that all content
 16 presented to you on this site is protected by copyrights, trademarks, service
 17 marks, patents or other proprietary rights and laws, and is the sole property of
 18 Marzen Media LLC and/or its Affiliates. You are only permitted to use the
 19 content as expressly authorized by us or the specific content provider. **Except**
 20 **for a single copy made for personal use only, you may not copy, reproduce,**
 21 **modify, republish, upload, post, transmit, or distribute any documents or**
 22 **information from this site in any form or by any means without prior**
 23 **written permission from us or the specific content provider, and you are**
 24 **solely responsible for obtaining permission before reusing any copyrighted**
 25 **material that is available on this site.** Any unauthorized use of the materials
 26 appearing on this site may violate copyright, trademark and other applicable
 27 laws and could result in criminal or civil penalties. (Emphasis added.)

28 40. By gaining access, viewing the FantasyPros Website, using its tools such as the
 1 Draft Simulator, and/or reading about its features, a user accepts and agrees to these Terms of Use.

2 41. Marzen Media owns certain confidential information that derives value from being
 2 not generally known to or ascertainable by the public or the fantasy sports industry and is subject
 2 to reasonable efforts to maintain its secrecy, including but not limited to the non-disclosure
 2 agreements and Terms of Use referenced in the foregoing paragraphs.

1 42. This confidential information includes, but is not limited to, Marzen Media's
 2 business performance data, such as confidential and proprietary data and information related to
 3 Marzen Media's subscription revenue by source, the popularity of the various features of the
 4 FantasyPros Website, and information about seasonal access and usage ("Trade Secrets"). The
 5 Trade Secrets, if disclosed, would be extremely valuable to a competitor because knowledge of the
 6 Trade Secrets would help a competitor identify, by way of example and not limitation, which
 7 features of the FantasyPros Website would be most advantageous and lucrative for that competitor
 8 to misappropriate and copy.

9 **II. FANTASY LIFE RIDES IN MARZEN MEDIA'S WAKE**

10 43. Compared to Marzen Media, Fantasy Life is a latecomer to the online fantasy sports
 11 industry, forming only in 2022.

12 44. Fantasy Life originally started as a newsletter covering topics in fantasy sports, but
 13 recently evolved into a more robust online presence and platform that hosts fantasy sports betting
 14 and play.

15 45. To help with its development and marketing, Fantasy Life courted Marzen Media
 16 employees, ostensibly in hopes of co-opting the experience and success of the FantasyPros Website
 17 for itself.

18 46. One such former Marzen Media employee was Matthew Freedman.

19 47. Matthew Freedman was a high-level employee at Marzen Media. In the scope of
 20 his employment with Marzen Media, Matthew Freedman helped develop content for the
 21 FantasyPros Website and was familiar with the tools Marzen Media developed for the FantasyPros
 22 Website.

23 48. Matthew Freedman was also privy to Trade Secrets, including the business
 24 performance data described above, which included Marzen Media's revenue by source,
 25 subscription information, seasonality of revenue, and the popularity of the products and tools
 26 Marzen Media designed.

27 49. Matthew Freedman signed non-disclosure and non-compete agreements with
 28 Marzen Media and promised not to disclose any confidential information.

1 50. Matthew Freedman now works for Fantasy Life as the “Head of Betting.”

2 51. A year and one week after being poached by Fantasy Life, Matthew Freedman
3 contacted Marzen Media employee Thor Nystrom. Thor Nystrom was employed with Marzen
4 Media as an analyst at the time.

5 52. Thor Nystrom was privy to much of the same Trade Secrets and business
6 performance data as Matthew Freedman.

7 53. Thor Nystrom now works for Fantasy Life.

8 54. Thor Nystrom also signed non-disclosure and non-compete agreements with Marzen
9 Media, making the same promises as Matthew Freedman not to disclose confidential information.

10 **III. FANTASY LIFE ATTACKS MARZEN MEDIA IN THE PUBLIC PRESS, EVEN AS
IT PILFERS AND COPIES THE FANTASYPROS WEBSITE**

12 55. Even though Fantasy Life is a young company, it has a well-known figurehead and
13 spokesperson in Matthew Berry. Matthew Berry is a writer, columnist, fantasy sports analyst and
14 television personality, and portrays himself as an expert in fantasy sports advice. Matthew Berry
15 enjoys a large audience.

16 56. Matthew Berry has publicly and verbally denounced the FantasyPros Website in the
17 public press by alleging that Marzen Media engages in unethical business practices, among other
18 baseless accusations.

19 57. On information and belief, Matthew Berry has also made disparaging and untrue
20 statements attacking Marzen Media to industry insiders.

21 58. Matthew Berry’s disparagement of FantasyPros is sufficiently frequent and wide-
22 reaching to be characterized in the media as Matthew Berry’s “boycott” of FantasyPros.

23 59. On information and belief, Matthew Berry intends to memorialize his disparaging
24 and untrue remarks against the FantasyPros Website in an upcoming book soon to be published.

25 60. However, Matthew Berry’s public attacks against Marzen Media and the
26 FantasyPros Website are not only malicious and harmful, but also are ironically hypocritical.

27 61. While Matthew Berry was vilifying the FantasyPros Website, on information and
28 belief, Fantasy Life was the one who was unethically copying content, features, and user interface

1 designs from the FantasyPros Website in order to take shortcuts to develop, implement, and update
 2 Fantasy Life's competing fantasy sports website.

3 62. Fantasy Life appears to have curtailed its learning curve and the expense of starting
 4 its own online fantasy sports platform by copying and pilfering much of its own website's format,
 5 content, and tools directly from the FantasyPros Website. *See generally Exhibit 5* (Examples of
 6 Infringement).

7 63. The landing page for Marzen Media's copyrighted Draft Simulator is
 8 <https://draftwizard.fantasypers.com/football/mock-draft-simulator/>. As can be seen from the
 9 website address, the title of Marzen Media's copyrighted Draft Simulator is included in the URL
 10 under the same name it is registered under in the United States Copyright Office. Fantasy Life's
 11 landing page appears to be offering its users the same copyrighted feature at
 12 <https://www.fantasylife.com/nfl/draft-champion/mock-draft-simulatorlobby>. *See* Ex. 5, pg. 1-2.²

13 64. Marzen Media also lists the "Key Features" of its copyrighted Draft Simulator as:
 14 (1) "Complete mock drafts in minutes with no waiting between picks.>"; (2) "Mock with custom
 15 settings including keepers, scoring rules & roster positions.>"; (3) "Quickly test different draft
 16 strategies to see what works best.>"; (4) "Get an instant grade and analysis at the end of your mock
 17 draft.>"; and (5) "Support for salary cap mocks in addition to snake, linear and custom drafts." *See*
 18 Ex. 5, pg. 1.

19 65. Fantasy Life has also listed the same exact "Key Features" for its draft simulator
 20 (with the exception of omitting the fifth feature), using the *same exact* language and punctuation
 21 as the "Key Features" of the FantasyPros Website. *See* Ex. 5, pg. 1. Fantasy Life's list of identical
 22 "Key Features" constitutes shameless word-for-word copying and plagiarism of Marzen Media's
 23 original content.

24 66. Fantasy Life continues plagiarizing the FantasyPros Website, and original copy
 25 featured thereon, in other places as well:

26 a. The FantasyPros Website: "Who are my opponents? FantasyPros has the largest
 27 database of fantasy football expert rankings and ADP data on the web. We randomly select

28 ² References in this Complaint to pages of Exhibit 5 are to the page numbers on the bottom of the
 29 Exhibit, not to pages of the .pdf format.

1 these cheat sheets as your opponents in the draft. You can decide to draft against only ADP
 2 sources, Experts or specific Pre-Draft Rankings. It's important to note that we don't simply
 3 grab the top available player on the opponent's cheat sheet. Instead, we use a pick algorithm
 4 that takes into account player rankings, team needs, and other important factors. We do this
 5 to create realistic mock draft results." *See* Ex. 5, pg. 2.

6 b. Compare this to the same overlapping language (italicized) that was copied by
 7 Fantasy Life: "*Who are my opponents?* Fantasy Life *has the best database of fantasy*
 8 *football expert rankings and ADP data on the web. We randomly select these cheat sheets*
 9 *as your opponents in the draft. You can even decide to draft against only ADP sources,*
 10 *Experts or specific Pre-Draft Rankings. It's important to note that we don't simply grab*
 11 *the top available player on the opponent's cheat sheet. Instead, we use a pick algorithm*
 12 *that takes into account player rankings, team needs, and other important factors. We do*
 13 *this to create realistic mock draft results.*" *See* Ex. 5, pg. 2 (emphasis added).

14 67. Fantasy Life also copied original terms from the FantasyPros Website, such as
 15 "Draft Assistant" and "League Sync," evidencing that Fantasy Life routinely accesses the
 16 FantasyPros Website and expressly copies key features for its own competing website. *See* Ex. 5,
 17 pgs. 2-3.

18 68. On information and belief, many of the terms Fantasy Life copied from the
 19 FantasyPros Website were coined by Marzen Media and did not previously exist in the fantasy
 20 sports marketplace.

21 69. Fantasy Life even designed several of its website's features, functionality, and user
 22 interface to resemble and mirror original user interface features and functionality on the
 23 FantasyPros Website, including, among others, the user menu, the "start here" module, and the
 24 "popular tools" module. *See* Ex. 5, pgs. 4-6. The location and accessibility of these tools are, in
 25 many cases, nearly identical.

26 70. Even where there appear to be distinctions from the FantasyPros Website on its
 27 public-facing website, Fantasy Life's website source code suggests that it copied those elements

1 directly from the FantasyPros Website and then made small tweaks thereafter. *See* Ex. 5, pgs. 6-
 2 15.

3 71. In or around July 2024, it came to Marzen Media's attention that Fantasy Life had
 4 pilfered and copied substantial portions of the FantasyPros Website.

5 72. Notably, on information and belief, Fantasy Life's copying of the FantasyPros
 6 Website, including its Draft Simulator, did not begin until *after* former Marzen Media employee
 7 Matthew Freedman joined Fantasy Life.

8 73. Fantasy Life's copying of Marzen Media is not limited to only pilfering the
 9 FantasyPros Website to develop its own competing website.

10 74. Fantasy Life has also directly captured screenshots of tools from the FantasyPros
 11 Website (without attribution) for the purpose of sharing and circulating the screenshot on social
 12 media for Fantasy Life's own promotional and advertising purposes. This action is a misleading
 13 attempt to pass off and promote tools from the FantasyPros Website to the public as if those tools
 14 were owned or developed by Fantasy Life. *See* Ex. 5, pgs. 16-17.

15 75. When sharing the screenshot of tools from the FantasyPros Website on social media
 16 to promote itself, Fantasy Life makes no mention or attribution that could inform the public that
 17 the screenshot originated from the FantasyPros Website. *See* Ex. 5, pgs. 16-17. Instead, Fantasy
 18 Life passes FantasyPros' tool off as its own.

19 76. At times, even the language and posting style that Fantasy Life uses when posting
 20 on social media is copied nearly verbatim from Marzen Media's social media accounts promoting
 21 the FantasyPros Website. *See* Ex. 5, pgs. 16-17.

22 77. Fantasy Life has benefitted and profited from its unlawful infringement of Marzen
 23 Media's copyrights and other unauthorized misappropriations of Marzen Media's Trade Secrets,
 24 intellectual property and proprietary rights in the FantasyPros Website and its tools.

25 78. Fantasy Life has engaged in these acts without license, authorization, or permission
 26 from Marzen Media.

FIRST CLAIM FOR RELIEF

(Copyright Infringement -- 17 U.S.C. §§ 501 *et seq.*)

79. Marzen Media repeats, re-alleges, and incorporates by reference as though fully set forth herein, the foregoing allegations.

80. Marzen Media is the owner of exclusive rights in original works of authorship protected under the Copyright Act of 1976.

81. Marzen Media has registered its copyright in several features of the FantasyPros Website, including for its Draft Simulator (Registration No. TXu 2-171-629), Player Ranker (Registration No. TXu 2-171-633), Website Code (Registration No. TXu 2-444-109), and Prose and Interface (Registration No. TXu 2-445-901). *See* Exs. 1-4.

82. Marzen Media's exclusive rights in and to its copyrighted works have been violated and infringed by Fantasy Life's above-described conduct, including deliberate willful copying. *See* 17 U.S.C. §§ 106 *et seq.*

83. On information and belief, Fantasy Life accessed Marzen Media's copyrighted works through the FantasyPros Website and copied such works, evidenced by the substantial similarity between the website copy, user interface, and features and functionality of the Fantasy Life website and the FantasyPros Website.

84. Fantasy Life's copying of tools featured on the FantasyPros Website by screenshotting and sharing those tools to promote Fantasy Life on social media also unlawfully infringes on Marzen Media's copyrighted Website Code.

85. Fantasy Life's above-described conduct constitutes willful copyright infringement under the Copyright Act

86. Fantasy Life has realized, and/or will realize, unjust profits, gain, and other commercial advantages or financial gain as a direct and proximate result of its infringement.

87. As a direct and proximate result of Fantasy Life's copyright infringement, Marzen Media has suffered, and/or will suffer, monetary loss and irreparable injury to its business, reputation, and goodwill.

1 88. Marzen Media is entitled to recover, in amounts to be determined at trial, the
2 damages it has sustained and will sustain from Fantasy Life's above-described conduct. Marzen
3 Media is also entitled to all gains, profits, and advantages obtained by Fantasy Life as a result of its
4 acts of infringement and other improper conduct. Marzen Media is entitled to elect to seek statutory
5 damages to the extent available. Finally, Marzen Media is also entitled to preliminary and
6 permanent injunctive relief to prevent Fantasy Life from continued infringement of Marzen
7 Media's rights in its copyrighted works.

SECOND CLAIM FOR RELIEF

(Violation of Nevada Deceptive Trade Practices Act – NRS 41.600)

10 89. Marzen Media repeats, re-alleges, and incorporates by reference as though fully set
11 forth herein, the foregoing allegations.

12 90. Under Nevada law, “an action may be brought by any person who is a victim of
13 consumer fraud,” which includes the deceptive trade practices defined under NRS 598.0915-.0925,
14 inclusive. *See* NRS 41.600(2)(e).

15 91. Deceptive trade practices include, *inter alia*, “[d]isparag[ing] the goods, services or
16 business of another person by false or misleading representation of fact.” *See* NRS 598.0915(8).

17 92. On information and belief, Fantasy Life has engaged in deceptive trade practices by,
18 among other things, disparaging the FantasyPros Website's tools, products, and services through
19 false or misleading representations of fact, including representations attributable to Matthew Berry.

20 93. Fantasy Life's deceptive trade practices have harmed Marzen Media by confusing
21 the public about the quality of the FantasyPros Website, which erodes the value of the
22 FantasyPros.com brand and Marzen Media's future economic prospects.

23 94. Through its spokesperson Matthew Berry, Fantasy Life has encouraged a boycott of
24 FantasyPros and otherwise denigrated Marzen Media's business practices with the intention of
25 luring existing and prospective fantasy sports consumers away from the FantasyPros Website in
26 order to induce such consumers to instead patronize Fantasy Life's competing, and unlawfully
27 infringing, website.

95. Fantasy Life's deceptive trade practices have resulted in Marzen Media suffering monetary damages from harm to its reputation and loss of goodwill.

THIRD CLAIM FOR RELIEF

(Misappropriation of Trade Secrets – NRS 600A and Common Law)

96. Marzen Media repeats, re-alleges, and incorporates by reference as though fully set forth herein, the foregoing allegations.

97. There are portions of the Draft Simulator that are not available to the public. The Player Ranker and other works and innovations developed and protected by Marzen Media through reasonable means are likewise restricted from public access.

98. Fantasy Life did not have a similar draft simulator featured on its website until after former Marzen Media employee Matthew Freedman joined Fantasy Life.

99. Matthew Freedman and Thor Nystrom both had significant knowledge of Marzen Media's Draft Simulator that was not available to the public.

100. Marzen Media also keeps and maintains as highly confidential certain internal business data, confidential information and trade secrets (including the Trade Secrets), related to the revenue, popularity, seasonality, etc. of Marzen Media's works and innovations. Such business data, confidential information and trade secrets (including the Trade Secrets), are not publicly available and are also protected by Marzen Media through reasonable means.

101. Matthew Freedman and Thor Nystrom both had significant knowledge of Marzen Media's internal business data and Trade Secrets in the scope of their former employment by Marzen Media.

102. The information described above is Marzen Media's confidential business, scientific, technical, economic, or engineering information.

103. The information described above derives independent economic value, both actual and potential, from not being generally known to and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use.

1 104. Marzen Media has taken reasonable measures to keep such information confidential
2 and secret, including by, among other things, restricting access to such Trade Secrets, business data
3 and other information internally, having its employees sign non-disclosure agreements, limiting the
4 public's access to the information through technical means such as access credentials, and
5 restricting the scope of access to the information through its Terms of Use.

6 105. On information and belief, Fantasy Life misappropriated Marzen Media's trade
7 secrets by inducing former Marzen Media employees to disclose Marzen Media's confidential
8 information and Trade Secrets in violation of their duty to maintain the confidentiality of Marzen
9 Media's trade secrets.

10 106. By misappropriating Marzen Media's trade secrets, Fantasy Life learned the value
11 of certain features of the FantasyPros Website and was able to develop a competing fantasy sports
12 product, including valuable features, without investing the equivalent time and money. Fantasy Life
13 also learned which features of Marzen Media's product were most valuable to copy.

14 107. Fantasy Life's misappropriation of Marzen Media's trade secrets have damaged
15 Marzen Media and unjustly benefited Fantasy Life.

FOURTH CLAIM FOR RELIEF

(Breach of Contract)

18 108. Marzen Media repeats, re-alleges, and incorporates by reference as though fully set
19 forth herein, the foregoing allegations.

20 109. Access to and use of the features on the FantasyPros Website are predicated upon
21 the condition that a user accept Marzen Media's Terms of Use.

22 110. By accessing the features of the FantasyPros Website, a user accepts and agrees to
23 its Terms of Use.

24 111. The Terms of Use are a valid, enforceable contract between Marzen Media and any
25 person accessing the FantasyPros Website.

26 112. The Terms of Use include the following material term related to the copying of
27 information or documents on the FantasyPros Website: *Except for a single copy made for personal*
28 *use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any*

documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site.

113. By accessing the FantasyPros Website's copy, features, code, etc. that Fantasy Life eventually pilfered and copied for its own commercial use, Fantasy Life accepted and was bound by Marzen Media's Terms of Use.

114. Fantasy Life copied, reproduced, modified, republished, transmitted, and distributed information from the FantasyPros Website and published it on its own website for its own commercial benefit.

115. Fantasy Life did not receive permission or authorization from Marzen Media to copy, reproduce, modify, republish, transmit and distribute information from the FantasyPros Website.

116. Fantasy Life's actions were a material breach of the Terms of Use contract between Marzen Media and Fantasy Life, whose agents, employees and representatives accessed the FantasyPros Website on behalf and at the direction of Fantasy Life.

117. Fantasy Life's material breach has caused damages to Marzen Media.

118. Marzen Media has been forced to retain counsel to prosecute this action and is therefore entitled to an award of reasonable attorneys' fees and costs, as provided by law and contract.

FIFTH CLAIM FOR RELIEF

(Unjust Enrichment)

119. Marzen Media repeats, re-alleges, and incorporates by reference as though fully set forth herein, the foregoing allegations.

120. Fantasy Life copied the Draft Simulator and other features of the FantasyPros Website and misappropriated Marzen Media's confidential and proprietary information and trade secrets, all of which Fantasy Life infringed, misappropriated, and plagiarized for itself.

121. Fantasy Life unjustly benefitted from its wrongful actions by shortcircuiting its own independent development efforts with respect to the Fantasy Life website.

122. Fantasy Life is now reaping a profit from such shortcuts and representing to the public that the language, design, and features of its website are its own.

123. It is inequitable for Fantasy Life to have benefited from Marzen Media and to retain that benefit without compensation to Marzen Media.

124. Marzen Media has been damaged as a result of Fantasy Life's actions.

125. Marzen Media has been forced to retain counsel to prosecute this action and is therefore entitled to an award of reasonable attorneys' fees and costs, as provided by law.

PRAYER FOR RELIEF

WHEREFORE, Marzen Media prays for relief from this Honorable Court as follows:

1. For an order adjudging Fantasy Life to have: (1) infringed Marzen Media's copyrights in the FantasyPros Website as alleged herein; (2) engaged in deceptive trade practices; (3) misappropriated Marzen Media's trade secrets; (4) breached its contractual obligations under Marzen Media's Terms of Use; and (5) been otherwise unjustly enriched;

2. For an award of Fantasy Life's profits earned from its infringement of Marzen Media's federally protected copyrights;

3. For Marzen Media's own damages or lost profits from Fantasy Life's infringement of Marzen Media's federally protected copyrights;

4. In the alternative, for statutory damages pursuant to Section 504 of the Copyright Act, 17 U.S.C. § 504;

5. For damages under NRS 41.600 that Marzen Media sustained, as well as Marzen Media's costs in pursuing this action and reasonable attorneys' fees;

6. For damages arising from Fantasy Life's trade secret misappropriation pursuant to NRS 600A.050, including exemplary damages not exceeding twice the award of actual damages from Fantasy Life's willful, wanton and reckless misappropriation or disregard of Marzen Media's rights;

CERTIFICATE OF SERVICE

Pursuant to Federal Rule of Civil Procedure 5(b), and Section IV of the District of Nevada Electronic Filing Procedures, I hereby certify that I am an employee of Brownstein Hyatt Farber Schreck, LLP, and that on October 8, 2024, I served a true and correct copy of the foregoing **COMPLAINT**, via electronic service through the Court's CM/ECF Filing System, to all parties and counsel as identified on the court-generated Notice of Electronic Filing.

/s/ Paula M. Kay
An employee of Brownstein Hyatt Farber Schreck, LLP

BROWNSTEIN HYATT FARBER SCHRECK, LLP
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INDEX OF EXHIBITS

| EXHIBIT NUMBER | DESCRIPTION |
|-----------------------|--|
| 1 | Copyright Registration for Mock Draft Simulator |
| 2 | Copyright Registration for Expert Platform Player Ranker |
| 3 | Copyright Registration for Website Code |
| 4 | Copyright Registration for Website Prose and Interface |
| 5 | Examples of Fantasy Life Copied Elements |